

**EXHIBIT F**

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7-ELEVEN, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF IMPERIAL**

KIMBERLY ALEKSICK, individually and on  
behalf of other members of the general public  
similarly situated,

Plaintiff,

v.

7-ELEVEN, INC., a Texas Corporation;  
MICHAEL TUCKER; an individual; and DOES  
1-50, Inclusive.,

Defendants.

CASE NO. ECU03615

Assigned for All Purposes to:  
Hon. Christopher W. Yeager, Department 7

**DEFENDANT 7-ELEVEN INC.'S  
RESPONSE TO REQUEST FOR  
PRODUCTION OF DOCUMENTS, SET  
TWO**

Date Action Filed: April 16, 2007

PROPOUNDING PARTY: PLAINTIFF KIMBERLY ALEKSICK

RESPONDING PARTY: DEFENDANT 7-ELEVEN, INC

SET NO.: TWO (2)

Pursuant to California Code of Civil Procedure Section 2031.210 *et seq.*, defendant 7-Eleven, Inc.  
("Defendant" or "7-Eleven") hereby objects and responds to plaintiff Kimberly Aleksick's ("Plaintiff" or  
"Aleksick") Request for Production of Documents, Set Two ("Requests") as follows:

## I.

**PRELIMINARY STATEMENT**

Defendant generally objects to plaintiff's Request for Production of Documents, Set Two, on the grounds that the Requests are burdensome, oppressive, vague, ambiguous and unintelligible. Defendant also objects to plaintiff's Requests on the grounds that they are intended to vex and harass Defendant in that many of the Requests are duplicative of other Requests for Production and/or discovery. Defendant further objects on the grounds that some Requests are overly broad as to the time period and/or the scope of this litigation.

To the extent that any Request seeks documents or information which are protected by the attorney-client privilege and/or attorney work-product doctrine, Defendant declines to provide such information. In particular, such information includes communications or correspondence between Defendant and its counsel, both in-house and outside, and documents prepared at the request of counsel and in anticipation of litigation. To the extent that any Request seeks constitutionally or statutorily protected, or proprietary, confidential information or documents, or trade secrets, Defendant also declines to provide such information.

To the extent that any Request seeks information that may constitute an invasion of another employee's right of privacy based upon any statutory or common-law right of privacy, Defendant declines to provide any such information without an appropriate protective order.

Further, it should be noted that Defendant has not fully completed its investigation of the facts relating to this case, has not completed discovery in this action, and has not completed preparation for trial. Therefore, Defendant's responses are based on Defendant's knowledge, information and belief at this time. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and documents, add meaning to known facts or documents, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the facts and/or documents herein set forth. The responses

1 contained herein are made in a good faith effort to supply as much factual information, as many  
 2 documents and as much specification of legal contentions as are presently known, but should in no way  
 3 be to the prejudice of Defendant in relation to further discovery, research or analysis.

## 4 II.

### 5 **OBJECTIONS APPLICABLE TO ALL REQUESTS**

6  
 7 Defendant objects to the Instructions in plaintiff's Requests to the extent they purport to impose  
 8 obligations greater than those provided in the California Code of Civil Procedure. Defendant's responses  
 9 will be made in conformity with the California Code of Civil Procedure.

10  
 11 Defendant objects to the Definitions in plaintiff's Requests on the grounds that they are  
 12 overbroad, vague and unduly burdensome and to the extent that they purport to impose a discovery  
 13 obligation on anyone other than 7-Eleven, Inc. Defendant objects to these Requests to the extent they  
 14 purport to seek information outside the State of California.

15  
 16 Defendant objects to plaintiff's Definitions to the extent that any defined term is a legal term of  
 17 art, defined by statute or at common law and plaintiff's Definition is inconsistent with that definition.

18  
 19 Defendant specifically objects to plaintiff's Definition of the term "YOU and/or YOUR" on the  
 20 grounds that it is vague, overbroad and unduly burdensome. Defendant's responses to the Requests are  
 21 not being made on behalf of, and do not include, "anyone acting on its behalf" or its "franchisees" or  
 22 "partners." Accordingly, any reference in the Requests to "YOUR EMPLOYEE" is construed to not  
 23 include employees of any 7-Eleven franchisee.

24  
 25 Defendant specifically objects to plaintiff's Definition of the term "SALES ASSOCIATE"  
 26 because it assumes that plaintiff was an employee of 7-Eleven, Inc., which she was not.

## III.

**RESPONSES TO REQUEST FOR PRODUCTION OF DOCUMENTS****REQUEST FOR PRODUCTION NO. 1**

Please produce all STORE FRANCHISE AGREEMENTS between YOU and YOUR FRANCHISEES for the year 2003.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 1**

7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the definitions of the terms "YOU", "YOUR" and "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for information that is irrelevant to this action and unlikely to lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys, accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven franchisee or employees of any 7-Eleven franchisee.

7-Eleven further objects to this request on the ground that it is overbroad as to time because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information sought in this request is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

7-Eleven objects to producing copies of the Store Franchise Agreements actually signed by franchisees other than Michael Tucker on the grounds that such information is irrelevant to this action and unlikely to lead to the discovery of admissible evidence and contains personal and confidential information the production of which would violate the privacy rights of 7-Eleven's franchisees. 7-Eleven further objects to producing copies of the Store Franchise Agreements actually signed by franchisees other than Michael Tucker on the grounds that retrieving the documents would be unduly burdensome.

Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for

1 Production No. 1 as follows: Please refer to documents numbered 7-ELEVEN-00851 to  
2 7-ELEVEN-01249, which is a copy of Uniform Franchise Offering Circular for California for  
3 2003, which contains the Store Franchise Agreement in use at that time.

4 **REQUEST FOR PRODUCTION NO. 2**

5 Please produce all STORE FRANCHISE AGREEMENTS between YOU and YOUR  
6 FRANCHISEES for the year 2004.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2**

8 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
9 definitions of the terms "YOU", "YOUR" and "FRANCHISEES" are vague, overbroad and  
10 unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for  
11 information that is irrelevant to this action and unlikely to lead to the discovery of admissible  
12 evidence. 7-Eleven's response to this Request is not being made on behalf of, and does not  
13 include, "anyone acting on its behalf" or its "attorneys, accountants, investigators, partners, co-  
14 defendants, and/or representatives." Accordingly, any reference in the Requests to "YOU" or  
15 "YOUR" is construed to not include any 7-Eleven franchisee or employees of any 7-Eleven  
16 franchisee.

17 7-Eleven further objects to this request on the ground that it is overbroad as to time  
18 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
19 sought in this request is neither relevant to the subject matter of this action nor reasonably  
20 calculated to lead to the discovery of admissible evidence.

21 7-Eleven objects to producing copies of the Store Franchise Agreements actually signed by  
22 franchisees other than Michael Tucker on the grounds that such information is irrelevant to this  
23 action and unlikely to lead to the discovery of admissible evidence and contains personal and  
24 confidential information the production of which would violate the privacy rights of 7-Eleven's  
25 franchisees. 7-Eleven further objects to producing copies of the Store Franchise Agreements  
26 actually signed by franchisees other than Michael Tucker on the grounds that retrieving the  
27 documents would be unduly burdensome.

28 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for

1 Production No. 2 as follows: Please refer to the Uniform Franchise Offering Circular for  
2 California for 2004, which contains the Store Franchise Agreement in use at that time. A copy  
3 will be produced.

4 **REQUEST FOR PRODUCTION NO. 3**

5 Please produce all STORE FRANCHISE AGREEMENTS between YOU and YOUR  
6 FRANCHISEES for the year 2005.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3**

8 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
9 definitions of the terms "YOU", "YOUR" and "FRANCHISEES" are vague, overbroad and  
10 unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for  
11 information that is irrelevant to this action and unlikely to lead to the discovery of admissible  
12 evidence. 7-Eleven's response to this Request is not being made on behalf of, and does not  
13 include, "anyone acting on its behalf" or its "attorneys, accountants, investigators, partners, co-  
14 defendants, and/or representatives." Accordingly, any reference in the Requests to "YOU" or  
15 "YOUR" is construed to not include any 7-Eleven franchisee or employees of any 7-Eleven  
16 franchisee.

17 7-Eleven further objects to this request on the ground that it is overbroad as to time  
18 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
19 sought in this request is neither relevant to the subject matter of this action nor reasonably  
20 calculated to lead to the discovery of admissible evidence.

21 7-Eleven objects to producing copies of the Store Franchise Agreements actually signed by  
22 franchisees other than Michael Tucker on the grounds that such information is irrelevant to this  
23 action and unlikely to lead to the discovery of admissible evidence and contains personal and  
24 confidential information the production of which would violate the privacy rights of 7-Eleven's  
25 franchisees. 7-Eleven further objects to producing copies of the Store Franchise Agreements  
26 actually signed by franchisees other than Michael Tucker on the grounds that retrieving the  
27 documents would be unduly burdensome.

28 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for



1 Production No. 3 as follows: Please refer to the Uniform Franchise Offering Circular for  
 2 California for 2003, which contains the Store Franchise Agreement in use at that time. A copy  
 3 will be produced.

4 **REQUEST FOR PRODUCTION NO. 4**

5 Please produce all STORE FRANCHISE AGREEMENTS between YOU and YOUR  
 6 FRANCHISEES for the year 2006.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4**

8 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
 9 definitions of the terms "YOU", "YOUR" and "FRANCHISEES" are vague, overbroad and  
 10 unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for  
 11 information that is irrelevant to this action and unlikely to lead to the discovery of admissible  
 12 evidence. 7-Eleven's response to this Request is not being made on behalf of, and does not  
 13 include, "anyone acting on its behalf" or its "attorneys, accountants, investigators, partners, co-  
 14 defendants, and/or representatives." Accordingly, any reference in the Requests to "YOU" or  
 15 "YOUR" is construed to not include any 7-Eleven franchisee or employees of any 7-Eleven  
 16 franchisee.

17 7-Eleven further objects to this request on the ground that it is overbroad as to time  
 18 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
 19 sought in this request is neither relevant to the subject matter of this action nor reasonably  
 20 calculated to lead to the discovery of admissible evidence.

21 7-Eleven objects to producing copies of the Store Franchise Agreements actually signed by  
 22 franchisees other than Michael Tucker on the grounds that such information is irrelevant to this  
 23 action and unlikely to lead to the discovery of admissible evidence and contains personal and  
 24 confidential information the production of which would violate the privacy rights of 7-Eleven's  
 25 franchisees. 7-Eleven further objects to producing copies of the Store Franchise Agreements  
 26 actually signed by franchisees other than Michael Tucker on the grounds that retrieving the  
 27 documents would be unduly burdensome.

28 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for



1 Production No. 4 as follows: Please refer to documents numbered 7-ELEVEN-01250 to  
2 7-ELEVEN-01686, which is a copy of Uniform Franchise Offering Circular for California for  
3 2006, which contains the Store Franchise Agreement in use at that time.

4 **REQUEST FOR PRODUCTION NO. 5**

5 Please produce all STORE FRANCHISE AGREEMENTS between YOU and YOUR  
6 FRANCHISEES for the year 2007.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5**

8 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
9 definitions of the terms "YOU", "YOUR" and "FRANCHISEES" are vague, overbroad and  
10 unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for  
11 information that is irrelevant to this action and unlikely to lead to the discovery of admissible  
12 evidence. 7-Eleven's response to this Request is not being made on behalf of, and does not  
13 include, "anyone acting on its behalf" or its "attorneys, accountants, investigators, partners, co-  
14 defendants, and/or representatives." Accordingly, any reference in the Requests to "YOU" or  
15 "YOUR" is construed to not include any 7-Eleven franchisee or employees of any 7-Eleven  
16 franchisee.

17 7-Eleven further objects to this request on the ground that it is overbroad as to time  
18 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
19 sought in this request is neither relevant to the subject matter of this action nor reasonably  
20 calculated to lead to the discovery of admissible evidence.

21 7-Eleven objects to producing copies of the Store Franchise Agreements actually signed by  
22 franchisees other than Michael Tucker on the grounds that such information is irrelevant to this  
23 action and unlikely to lead to the discovery of admissible evidence and contains personal and  
24 confidential information the production of which would violate the privacy rights of 7-Eleven's  
25 franchisees. 7-Eleven further objects to producing copies of the Store Franchise Agreements  
26 actually signed by franchisees other than Michael Tucker on the grounds that retrieving the  
27 documents would be unduly burdensome.

28 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for

1 Production No. 5 as follows: Please refer to documents numbered 7-ELEVEN-00421 to  
2 7-ELEVEN-00850, which is a copy of Uniform Franchise Offering Circular for California for  
3 2007, which contains the Store Franchise Agreement in use at that time.

4 **REQUEST FOR PRODUCTION NO. 6**

5 Please produce all DOCUMENTS referencing any and all FINANCIAL AGREEMENTS  
6 between YOU and YOUR FRANCHISEES for the year 2003.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6**

8 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
9 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "FINANCIAL AGREEMENTS"  
10 and "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to  
11 this Request on the grounds that it calls for information that is irrelevant to this action and unlikely  
12 to lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
13 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
14 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
15 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
16 franchisee or employees of any 7-Eleven franchisee.

17 7-Eleven further objects to this request on the ground that it is overbroad as to time  
18 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
19 sought in this request is neither relevant to the subject matter of this action nor reasonably  
20 calculated to lead to the discovery of admissible evidence.

21 7-Eleven objects to producing copies of agreements actually signed by franchisees other  
22 than Michael Tucker on the grounds that such information is irrelevant to this action and unlikely  
23 to lead to the discovery of admissible evidence and contains personal and confidential information  
24 the production of which would violate the privacy rights of 7-Eleven's franchisees. 7-Eleven  
25 further objects to producing copies of agreements actually signed by franchisees other than  
26 Michael Tucker on the grounds that retrieving the documents would be unduly burdensome.

27 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
28 Production No. 6 as follows: The financial relationship between 7-Eleven and a franchisee is set

1 forth in the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any  
2 other information that may be responsive to this Request.

3 **REQUEST FOR PRODUCTION NO. 7**

4 Please produce all DOCUMENTS referencing any and all FINANCIAL AGREEMENTS  
5 between YOU and YOUR FRANCHISEES for the year 2004.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7**

7 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
8 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "FINANCIAL AGREEMENTS"  
9 and "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to  
10 this Request on the grounds that it calls for information that is irrelevant to this action and unlikely  
11 to lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
12 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
13 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
14 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
15 franchisee or employees of any 7-Eleven franchisee.

16 7-Eleven further objects to this request on the ground that it is overbroad as to time  
17 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
18 sought in this request is neither relevant to the subject matter of this action nor reasonably  
19 calculated to lead to the discovery of admissible evidence.

20 7-Eleven objects to producing copies of agreements actually signed by franchisees other  
21 than Michael Tucker on the grounds that such information is irrelevant to this action and unlikely  
22 to lead to the discovery of admissible evidence and contains personal and confidential information  
23 the production of which would violate the privacy rights of 7-Eleven's franchisees. 7-Eleven  
24 further objects to producing copies of agreements actually signed by franchisees other than  
25 Michael Tucker on the grounds that retrieving the documents would be unduly burdensome.

26 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
27 Production No. 7 as follows: The financial relationship between 7-Eleven and a franchisee is set  
28 forth in the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any

1 other information that may be responsive to this Request.

2 **REQUEST FOR PRODUCTION NO. 8**

3 Please produce all DOCUMENTS referencing any and all FINANCIAL AGREEMENTS  
4 between YOU and YOUR FRANCHISEES for the year 2005.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8**

6 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
7 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "FINANCIAL AGREEMENTS"  
8 and "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to  
9 this Request on the grounds that it calls for information that is irrelevant to this action and unlikely  
10 to lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
11 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
12 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
13 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
14 franchisee or employees of any 7-Eleven franchisee.

15 7-Eleven objects to producing copies of agreements actually signed by franchisees other  
16 than Michael Tucker on the grounds that such information is irrelevant to this action and unlikely  
17 to lead to the discovery of admissible evidence and contains personal and confidential information  
18 the production of which would violate the privacy rights of 7-Eleven's franchisees. 7-Eleven  
19 further objects to producing copies of agreements actually signed by franchisees other than  
20 Michael Tucker on the grounds that retrieving the documents would be unduly burdensome.

21 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
22 Production No. 8 as follows: The financial relationship between 7-Eleven and a franchisee is set  
23 forth in the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any  
24 other information that may be responsive to this Request.

25 **REQUEST FOR PRODUCTION NO. 9**

26 Please produce all DOCUMENTS referencing any and all FINANCIAL AGREEMENTS  
27 between YOU and YOUR FRANCHISEES for the year 2006.

28

**RESPONSE TO REQUEST FOR PRODUCTION NO. 9**

7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the definitions of the terms "YOU", "YOUR", "DOCUMENTS", "FINANCIAL AGREEMENTS" and "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for information that is irrelevant to this action and unlikely to lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys, accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven franchisee or employees of any 7-Eleven franchisee.

7-Eleven objects to producing copies of agreements actually signed by franchisees other than Michael Tucker on the grounds that such information is irrelevant to this action and unlikely to lead to the discovery of admissible evidence and contains personal and confidential information the production of which would violate the privacy rights of 7-Eleven's franchisees. 7-Eleven further objects to producing copies of agreements actually signed by franchisees other than Michael Tucker on the grounds that retrieving the documents would be unduly burdensome.

Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for Production No. 9 as follows: The financial relationship between 7-Eleven and a franchisee is set forth in the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other information that may be responsive to this Request.

**REQUEST FOR PRODUCTION NO. 10**

Please produce all DOCUMENTS referencing any and all FINANCIAL AGREEMENTS between YOU and YOUR FRANCHISEES for the year 2007.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 10**

7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the definitions of the terms "YOU", "YOUR", "DOCUMENTS", "FINANCIAL AGREEMENTS" and "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this Request on the grounds that it calls for information that is irrelevant to this action and unlikely

1 to lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
2 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
3 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
4 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
5 franchisee or employees of any 7-Eleven franchisee.

6 7-Eleven objects to producing copies of agreements actually signed by franchisees other  
7 than Michael Tucker on the grounds that such information is irrelevant to this action and unlikely  
8 to lead to the discovery of admissible evidence and contains personal and confidential information  
9 the production of which would violate the privacy rights of 7-Eleven's franchisees. 7-Eleven  
10 further objects to producing copies of agreements actually signed by franchisees other than  
11 Michael Tucker on the grounds that retrieving the documents would be unduly burdensome.

12 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
13 Production No. 10 as follows: The financial relationship between 7-Eleven and a franchisee is set  
14 forth in the applicable Store Franchise Agreement. Please refer also to the Uniform Franchise  
15 Offering Circular for California dated March 23, 2007. 7-Eleven stands on its objections as to any  
16 other information that may be responsive to this Request.

17 **REQUEST FOR PRODUCTION NO. 11**

18 Please produce all DOCUMENTS referencing the BOOK KEEPING services that YOU  
19 performed with YOUR FRANCHISEES in the year 2003.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11**

21 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
22 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "BOOK KEEPING" and  
23 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
24 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
25 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
26 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
27 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
28 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven



1 franchisee or employees of any 7-Eleven franchisee.

2 7-Eleven further objects to this request on the ground that it is overbroad as to time  
3 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
4 sought in this request is neither relevant to the subject matter of this action nor reasonably  
5 calculated to lead to the discovery of admissible evidence.

6 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
7 Production No. 11 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
8 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
9 information that may be responsive to this Request.

10 **REQUEST FOR PRODUCTION NO. 12**

11 Please produce all DOCUMENTS referencing the BOOK KEEPING services that YOU  
12 performed with YOUR FRANCHISEES in the year 2004.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12**

14 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
15 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "BOOK KEEPING" and  
16 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
17 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
18 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
19 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
20 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
21 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
22 franchisee or employees of any 7-Eleven franchisee.

23 7-Eleven further objects to this request on the ground that it is overbroad as to time  
24 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
25 sought in this request is neither relevant to the subject matter of this action nor reasonably  
26 calculated to lead to the discovery of admissible evidence.

27 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
28 Production No. 12 as follows: The relationship between 7-Eleven and a franchisee is set forth in



1 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
2 information that may be responsive to this Request.

3 **REQUEST FOR PRODUCTION NO. 13**

4 Please produce all DOCUMENTS referencing the BOOK KEEPING services that YOU  
5 performed with YOUR FRANCHISEES in the year 2005.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13**

7 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
8 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "BOOK KEEPING" and  
9 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
10 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
11 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
12 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
13 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
14 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
15 franchisee or employees of any 7-Eleven franchisee.

16 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
17 Production No. 13 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
18 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
19 information that may be responsive to this Request.

20 **REQUEST FOR PRODUCTION NO. 14**

21 Please produce all DOCUMENTS referencing the BOOK KEEPING services that YOU  
22 performed with YOUR FRANCHISEES in the year 2006.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14**

24 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
25 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "BOOK KEEPING" and  
26 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
27 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
28 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being

1 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
2 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
3 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
4 franchisee or employees of any 7-Eleven franchisee.

5 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
6 Production No. 14 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
7 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
8 information that may be responsive to this Request.

9 **REQUEST FOR PRODUCTION NO. 15**

10 Please produce all DOCUMENTS referencing the BOOK KEEPING services that YOU  
11 performed with YOUR FRANCHISEES in the year 2007.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15**

13 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
14 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "BOOK KEEPING" and  
15 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
16 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
17 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
18 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
19 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
20 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
21 franchisee or employees of any 7-Eleven franchisee.

22 7-Eleven further objects to this request on the ground that it is overbroad as to time  
23 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
24 sought in this request is neither relevant to the subject matter of this action nor reasonably  
25 calculated to lead to the discovery of admissible evidence.

26 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
27 Production No. 15 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
28 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other

1 information that may be responsive to this Request.

2 **REQUEST FOR PRODUCTION NO. 16**

3 Please produce all DOCUMENTS referencing the PAYROLL SERVICES YOU provided  
4 for YOUR FRANCHISEES in 2003.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16**

6 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
7 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "PAYROLL SERVICES" and  
8 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
9 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
10 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
11 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
12 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
13 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
14 franchisee or employees of any 7-Eleven franchisee.

15 7-Eleven further objects to this request on the ground that it is overbroad as to time  
16 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
17 sought in this request is neither relevant to the subject matter of this action nor reasonably  
18 calculated to lead to the discovery of admissible evidence.

19 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
20 Production No. 16 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
21 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
22 information that may be responsive to this Request.

23 **REQUEST FOR PRODUCTION NO. 17**

24 Please produce all DOCUMENTS referencing the PAYROLL SERVICES YOU provided  
25 for YOUR FRANCHISEES in 2004.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17**

27 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
28 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "PAYROLL SERVICES" and

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ATTORNEYS AT LAW  
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IRVINE, CA 92614  
(949) 851-1100

1 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
2 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
3 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
4 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
5 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
6 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
7 franchisee or employees of any 7-Eleven franchisee.

8 7-Eleven further objects to this request on the ground that it is overbroad as to time  
9 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
10 sought in this request is neither relevant to the subject matter of this action nor reasonably  
11 calculated to lead to the discovery of admissible evidence.

12 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
13 Production No. 17 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
14 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
15 information that may be responsive to this Request.

16 **REQUEST FOR PRODUCTION NO. 18**

17 Please produce all DOCUMENTS referencing the PAYROLL SERVICES YOU provided  
18 for YOUR FRANCHISEES in 2005.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18**

20 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
21 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "PAYROLL SERVICES" and  
22 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
23 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
24 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
25 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
26 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
27 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
28 franchisee or employees of any 7-Eleven franchisee.

1 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
2 Production No. 18 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
3 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
4 information that may be responsive to this Request.

5 **REQUEST FOR PRODUCTION NO. 19**

6 Please produce all DOCUMENTS referencing the PAYROLL SERVICES YOU provided  
7 for YOUR FRANCHISEES in 2006.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19**

9 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
10 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "PAYROLL SERVICES" and  
11 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this  
12 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
13 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
14 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
15 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
16 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
17 franchisee or employees of any 7-Eleven franchisee.

18 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
19 Production No. 19 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
20 the applicable Store Franchise Agreement. 7-Eleven stands on its objections as to any other  
21 information that may be responsive to this Request.

22 **REQUEST FOR PRODUCTION NO. 20**

23 Please produce all DOCUMENTS referencing the PAYROLL SERVICES YOU  
24 provided for YOUR FRANCHISEES in 2007.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20**

26 7-Eleven objects to this Request on the grounds that it is vague and ambiguous and the  
27 definitions of the terms "YOU", "YOUR", "DOCUMENTS", "PAYROLL SERVICES" and  
28 "FRANCHISEES" are vague, overbroad and unduly burdensome. 7-Eleven further objects to this

1 Request on the grounds that it calls for information that is irrelevant to this action and unlikely to  
 2 lead to the discovery of admissible evidence. 7-Eleven's response to this Request is not being  
 3 made on behalf of, and does not include, "anyone acting on its behalf" or its "attorneys,  
 4 accountants, investigators, partners, co-defendants, and/or representatives." Accordingly, any  
 5 reference in the Requests to "YOU" or "YOUR" is construed to not include any 7-Eleven  
 6 franchisee or employees of any 7-Eleven franchisee.

7 7-Eleven further objects to this request on the ground that it is overbroad as to time  
 8 because plaintiff began her employment with Michael Tucker in 2005. Therefore, the information  
 9 sought in this request is neither relevant to the subject matter of this action nor reasonably  
 10 calculated to lead to the discovery of admissible evidence.

11 Subject to, and without waiving the foregoing objections, 7-Eleven responds to Request for  
 12 Production No. 20 as follows: The relationship between 7-Eleven and a franchisee is set forth in  
 13 the applicable Store Franchise Agreement. Please refer also to the documents from the OnLine  
 14 Systems Support Guide (OLSSG) relating to the payroll system, documents numbered  
 15 7-ELEVEN-00184, 7-ELEVEN-00210 to 7-ELEVEN-00234. 7-Eleven stands on its objections as  
 16 to any other information that may be responsive to this Request.

17  
 18 DATED: August 16, 2007

PAYNE & FEARS LLP

19  
 20 By: 

LINDLEY P. FRALEY

21 Attorneys for Defendant  
 22 7-ELEVEN, Inc. a corporation

23 366251.1  
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**PROOF OF SERVICE**

*Alesick vs. 7-Eleven, Inc.*  
*Case No. ECU03615*

STATE OF CALIFORNIA, COUNTY OF ORANGE

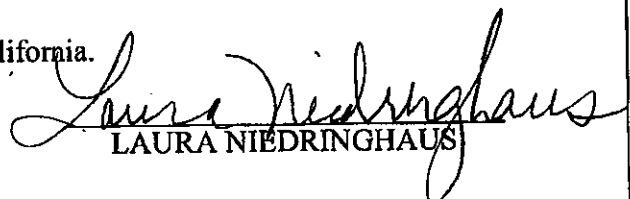
I am employed in the County of Orange, State of California. I am over the age of 18 years and am not a party to the within action; my business address is Jamboree Center, 4 Park Plaza, Suite 1100, Irvine, CA 92614.

On August 16, 2007, I served the following document(s) described as **DEFENDANT 7-ELEVEN INC.'S RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS, SET TWO** on interested parties in this action by placing a true copy thereof enclosed in sealed envelopes as follows:

**SEE ATTACHED SERVICE LIST**

- ☒ (BY U.S. Mail) I am readily familiar with my employer's business practice for collection and processing of correspondence for mailing with the United States Postal Service. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit. I deposited such envelope(s) with postage thereon fully prepaid to be placed in the United States Mail at Irvine, California.
- ☐ (By Personal Service) I delivered by hand on the interested parties in this action by placing the above mentioned document(s) thereof in envelope addressed to the office of the addressee(s) listed above or on attached sheet.
- ☐ (By Facsimile) I served a true and correct copy by facsimile pursuant to C.C.P. 1013(e), calling for agreement and written confirmation of that agreement or court order, to the number(s) listed above or on attached sheet. Said transmission was reported complete and without error.
- ☐ (By Overnight Courier) served the above referenced document(s) enclosed in a sealed package, for collection and for delivery marked for next day delivery in the ordinary course of business, addressed to the office of the addressee(s) listed above or on attached sheet.
- ☐ (By E-Mail) I transmitted a copy of the foregoing documents(s) via e-mail to the addressee(s).
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 16, 2007, at Irvine, California.

  
LAURA NIEDRINGHAUS



PAYNE & FEARS LLP

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IRVINE, CA 92614  
(949) 851-1100

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